

**ORRICK, HERRINGTON & SUTCLIFFE LLP**

Jonathan P. Guy  
1152 15th Street, N.W.  
Washington, DC 20005-1706  
Telephone: (202) 339-8400

*Counsel for Koch Supply & Trading Sàrl*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----	X
	:
<b>In re:</b>	: <b>Chapter 11</b>
	:
<b>Lehman Brothers Holdings Inc., <u>et al.</u>,</b>	: <b>Case No. 08-13555 (JMP)</b>
	:
<b>Debtors.</b>	: <b>(Jointly Administered)</b>
	:
-----	X

**NOTICE OF WITHDRAWAL OF PROOFS OF CLAIM  
OF KOCH SUPPLY & TRADING SÀRL (CLAIM NOS. 24273 & 24274)**

**TO ALL PARTIES IN INTEREST:**

**PLEASE TAKE NOTICE** that Koch Supply & Trading Sàrl (“KS&T Sàrl”), by its undersigned attorneys, hereby withdraws (i) its proof of claim against Lehman Brothers Commodity Services Inc., which KS&T Sàrl filed on September 21, 2009, and which is designated as claim number 24273 on the official claims register, and (ii) its proof of claim against Lehman Brothers Holdings Inc., which KS&T Sàrl filed on September 21, 2009, and which is designated as claim number 24274 on the official claims register. True and correct copies of the withdrawn proofs of claim are attached hereto as Exhibit 1.

Dated: November 17, 2011  
Washington, D.C.

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: Jonathan P. Guy  
Jonathan P. Guy  
1152 15th Street, N.W.  
Washington, D.C. 20005-1706  
Telephone: (202) 339-8400  
E-mail: [jguy@orrick.com](mailto:jguy@orrick.com)

*Counsel for Koch Supply & Trading Sàrl*

**EXHIBIT 1**

**Withdrawn Proofs of Claim**

## PROOF OF CLAIM

Filed: USBC - Southern District of New York  
 Lehman Brothers Holdings Inc., Et Al.  
 08-13555 (JMP) 0000024273



THIS SPACE IS FOR COURT USE ONLY

## United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center  
 c/o Epiq Bankruptcy Solutions, LLC  
 FDR Station, P.O. Box 5076  
 New York, NY 10150-5076

In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
Name of Debtor Against Which Claim is Held Lehman Brothers Commodity Services Inc.	Case No. of Debtor 08-13885

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Koch Supply & Trading Sàrl  
 c/o John Wingate, Senior Counsel, Koch Companies Public Sector, LLC  
 4111 East 37th Street North, Wichita, KS 67220

With a copy to: Jonathan Guy, Orrick Herrington & Sutcliffe LLP  
 Columbia Center, 1152 15th Street, N.W., Washington, D.C. 20005

Telephone number: (316) 828-6852 Email Address: John.Wingate@Kochps.com

Name and address where payment should be sent (if different from above)

Koch Supply & Trading Sàrl  
 c/o Jessica Estes, Accounting Supervisor  
 4111 East 37th Street North, Wichita, KS 67220

Telephone number: (316) 828-7724 Email Address: Jessica.Estes@Kochind.com

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim

Number: \_\_\_\_\_

(If known)

Filed on: \_\_\_\_\_

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ See addendum.

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6.

☒ Check this box if all or part of your claim is based on a Derivative Contract.\*

☐ Check this box if all or part of your claim is based on a Guarantee.\*

\*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: Derivative Contracts. See addendum.

(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: \_\_\_\_\_

3a. Debtor may have scheduled account as: \_\_\_\_\_

(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☒ Other

Describe: Setoff. See addendum.

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ \_\_\_\_\_

(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Rodger Lindwall, Manager

*Rodger Lindwall*

JMM

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(\_\_\_\_\_).

Amount entitled to priority:

\$ \_\_\_\_\_

FOR COURT USE ONLY

FILED / RECEIVED

SEP 21 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

**ADDENDUM TO PROOF OF CLAIM OF KOCH SUPPLY & TRADING SÀRL  
AGAINST LEHMAN BROTHERS COMMODITY SERVICES INC.**

On October 3, 2008 (the "Petition Date"), Lehman Brothers Commodity Services Inc. (the "Debtor") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). Prior to the Petition Date, Koch Supply & Trading Sàrl ("KS&T Sàrl") entered into certain forward contracts and/or swap agreements (collectively, the "Sàrl Contracts") with the Debtor.<sup>1</sup> As security for the Debtor's obligations under Sàrl Contracts, KS&T Sàrl holds a perfected security interest in collateral of the Debtor with an aggregate value of approximately \$630,000.00. The Debtor's obligations under the Sàrl Contracts are also guaranteed by the Debtor's affiliate, Lehman Brothers Holdings Inc., which is also a debtor in a bankruptcy case.<sup>2</sup>

The net amount that is due and owing from the Debtor to KS&T Sàrl on account of the Sàrl Contracts is \$2,912,196.94 plus interest due and to be calculated as provided by the Sàrl Contracts. As a result, KS&T Sàrl has one or more non-contingent claims against the Debtor, some or part of which are secured. No judgment has been rendered, and no payments have been made, on these claims to date. To the extent these claims exceed the value of the Debtor's collateral, KS&T Sàrl has assigned the claims to its affiliate, Koch Supply & Trading, LP (the "Assignment"). In the unlikely event that the Assignment is deemed invalid, KS&T Sàrl hereby

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<sup>1</sup> In accordance with this Court's Order dated July 2, 2009 establishing the deadline and procedures for filing proofs of claim based on derivative contracts, KS&T Sàrl will electronically file documentation evidencing the Sàrl Contracts on or before October 22, 2009.

<sup>2</sup> Contemporaneous with the filing of this Proof of Claim, KS&T Sàrl is also filing a proof of claim against Lehman Brothers Holdings Inc. based on the guarantee.

asserts claims for the full amount due and owing from the Debtor on account of the Sàrl Contracts.<sup>3</sup>

KS&T Sàrl reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner. KS&T Sàrl specifically reserves the right to amend and/or supplement this Proof of Claim for additional claims that may be based on the same or additional documents and/or information. KS&T Sàrl hereby asserts the following additional claims, to the extent that any such claims exist, as to all of which KS&T Sàrl expressly reserves all rights, notwithstanding anything contained in this Proof of Claim: (a) contingent claims; (b) claims which may be currently in amounts not fully ascertainable but to be later provided if such claims are fixed and/or liquidated; and (c) claims as to interest or other charges in addition to the principal amount of this Proof of Claim. KS&T Sàrl further reserves the right to file additional Proofs of Claim for administrative expenses or other claims entitled to priority.

KS&T Sàrl also reserves the right to exercise any and all of its rights and defenses, whether under the Bankruptcy Code, applicable law, or otherwise, including, without limitation, any rights of setoff, recoupment, contribution and/or indemnification, and all rights under sections 553, 556, 560, and 561 of the Bankruptcy Code. KS&T Sàrl further reserves all rights accruing to it, and the filing of this Proof of Claim is not intended to constitute, and shall not be construed as: (a) an election of remedies; (b) a waiver, release or limitation of any rights of KS&T Sàrl against the Debtor or any other person; (c) a consent to termination of the Debtor's liability to KS&T Sàrl by any particular court, including, without limitation, this Court; (d) a consent to the jurisdiction or venue of any particular court; or (e) a waiver or release of KS&T

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<sup>3</sup> Contemporaneous with the filing of this Proof of Claim, Koch Supply & Trading, LP is filing a proof of claim against the Debtor based on the claims assigned in the Assignment, among other things.

Sàrl's right to trial by jury, or a consent by KS&T Sàrl to a trial by jury in this Court or any other court.

KS&T Sàrl files this Proof of Claim to preserve its rights as against the Debtor. To the extent any affiliates or subsidiaries of the Debtor are in bankruptcy and are liable for the amounts described herein, this Proof of Claim shall be deemed as filed against such debtors as well. KS&T Sàrl likewise reserves all of its rights as against any affiliates and subsidiaries of the Debtor that are not in bankruptcy.



KOCH COMPANIES PUBLIC SECTOR, LLC  
Legal, Government, Public Affairs

**PAMELA REINKING**  
PARALEGAL

VIA OVERNIGHT MAIL

September 18, 2009

Epic Bankruptcy Solutions, LLC  
Attention: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3<sup>rd</sup> Floor  
New York, New York 10017

Re: Lehman Brothers Holdings Inc., et al. Bankruptcy Case No. 08-13555 (JMP)  
Proofs of Claim for Koch Financial Corporation, Koch Supply & Trading, LP, Koch Supply & Trading Sàrl, and Koch Refining International Pte. Ltd.

Dear Sir or Madam:

Enclosed are original Proofs of Claim which have been executed on behalf of Koch Financial Corporation, Koch Supply & Trading, LP, Koch Supply & Trading Sàrl, and Koch Refining International Pte. Ltd. for filing in the referenced bankruptcy, along with a copy of the same.

Please send acknowledgement of the filing of these claims by returning a file-stamped copy of each to me in the self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pamela Reinking', written over a horizontal line.

Pamela Reinking

316.828.4783 Tel  
316.828.7979 Fax

4111 E. 37<sup>th</sup> Street North  
Wichita, Kansas 67220  
pamela.reinking@kochps.com

www.kochind.com





1 From This portion can be removed for Recipient's records.

Date 9-18-09 FedEx Tracking Number 868444817999  
Sender's Name Pamela Reintling Phone 620-4080  
Company MOCH INDUSTRIES INC  
Address 4111 E 37TH ST N  
City WICHITA State KS ZIP 67220-3203  
By \_\_\_\_\_ Dept./Floor/Suite/Room \_\_\_\_\_

2 Your Internal Billing Reference 2001000094

3 To Recipient's Name Lehman Brothers Holdings Claim Processing Phone \_\_\_\_\_  
Company Spic Bankruptcy Solutions, LLC  
Recipient's Address 757 Third Avenue 3rd Floor  
We cannot deliver to P.O. boxes or P.O. ZIP codes.  
Address \_\_\_\_\_  
To request a package be held at a specific FedEx location, print FedEx address here.  
City New York State NY ZIP 10017



8684 4481 7999

4a Express Package Service

☒ FedEx Priority Overnight  
Next business morning.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
☐ FedEx Standard Overnight  
Next business afternoon.\* Saturday Delivery NOT available.  
☐ FedEx 2Day  
Second business day.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
☐ FedEx Express Saver  
Third business day.\* Saturday Delivery NOT available.  
FedEx Envelope rate not available. Minimum charge: One-pound rate.

4b Express Freight Service

☐ FedEx 1Day Freight\*  
Next business day.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
☐ FedEx 2Day Freight  
Second business day.\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

5 Packaging

☒ FedEx Envelope\*  
☐ FedEx Pak\*  
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.  
☐ FedEx Box  
☐ FedEx Tube

6 Special Handling

☒ SATURDAY Delivery  
Not available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.  
☐ HOLD Weekday at FedEx Location  
Not available for FedEx First Overnight.  
Include FedEx address in Section 3.  
Does this shipment contain dangerous goods?  
One box must be checked.  
☒ No  
☐ Yes  
As per attached Shipper's Declaration.  
☐ Yes  
Shipper's Declaration not required.  
☐ Dry Ice  
Dry ice, 9 UN 1845  
☐ Cargo

7 Payment Bill to:

☒ Sender  
Acct. No. in Section 1 will be billed.  
☐ Recipient  
☐ Third Party  
☐ Credit Card  
Enter FedEx Acct. No. or Credit Card No. below.

Total Packages 1 Total Weight 4 lbs

\*Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

8 Residential Delivery Signature Options

If you require a signature, check:  
☒ No Signature Required  
Package may be left without obtaining a signature for delivery.  
☐ Direct Signature  
Someone at recipient's address may sign for delivery. Fee applies.  
☐ Indirect Signature  
If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

fedex.com 1800.GoFedEx 1800.463.3339

RECIPIENT: PEEL HERE

**United States Bankruptcy Court/Southern District of New York**

Lehman Brothers Holdings Claims Processing Center  
c/o Epiq Bankruptcy Solutions, LLC  
FDR Station, P.O. Box 5076  
New York, NY 10150-5076

In Re:  
Lehman Brothers Holdings Inc., et al.  
Debtors.

Chapter 11  
Case No. 08-13555 (JMP)  
(Jointly Administered)

Name of Debtor Against Which Claim is Held  
Lehman Brothers Holdings Inc.

Case No. of Debtor  
08-13555

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

Koch Supply & Trading Sàrl  
c/o John Wingate, Senior Counsel, Koch Companies Public Sector, LLC  
4111 East 37th Street North, Wichita, KS 67220

With a copy to: Jonathan Guy, Orrick Herrington & Sutcliffe LLP  
Columbia Center, 1152 15th Street, N.W., Washington, D.C. 20005

(316) 828-6852

John.Wingate@Kochps.com

Telephone number:

Email Address:

Name and address where payment should be sent (if different from above)

Koch Supply & Trading Sàrl  
c/o Jessica Estes, Accounting Supervisor  
4111 East 37th Street North, Wichita, KS 67220

(316) 828-7724

Jessica.Estes@Kochind.com

Telephone number:

Email Address:

1. Amount of Claim as of Date Case Filed: \$ See addendum.

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6.

☒ Check this box if all or part of your claim is based on a Derivative Contract.\*

☒ Check this box if all or part of your claim is based on a Guarantee.\*

**\*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.**

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: Guarantee. See addendum.

(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: \_\_\_\_\_

3a. Debtor may have scheduled account as: \_\_\_\_\_  
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☒ Other

Describe: Setoff. See addendum.

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ \_\_\_\_\_

(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**

If the documents are not available, please explain:

**PROOF OF CLAIM**

Filed: USBC - Southern District of New York

Lehman Brothers Holdings Inc., Et Al.

08-13555 (JMP)

0000024274

**THIS SPACE IS FOR COURT USE ONLY**

☐ Check this box to indicate that this claim amends a previously filed claim.

**Court Claim**

**Number:** \_\_\_\_\_

(If known)

Filed on: \_\_\_\_\_

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(\_\_\_\_).

Amount entitled to priority:

\$ \_\_\_\_\_

**FOR COURT USE ONLY**

**FILED / RECEIVED**

SEP 21 2009

**EPIQ BANKRUPTCY SOLUTIONS, LLC**

Date:

9/18/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Rodger Lindwall, Manager

*Rodger Lindwall*

JMW

**ADDENDUM TO PROOF OF CLAIM OF KOCH SUPPLY & TRADING SÀRL  
AGAINST LEHMAN BROTHERS HOLDINGS INC.**

On September 15, 2008 (the "Petition Date"), Lehman Brothers Holdings Inc. (the "Debtor") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). Prior to the Petition Date, Koch Supply & Trading Sàrl ("KS&T Sàrl") entered into certain forward contracts and/or swap agreements (collectively, the "Sàrl Contracts") with the Debtor's affiliate, Lehman Brothers Commodity Services Inc. ("Lehman Commodity").<sup>1</sup> As security for Lehman Commodity's obligations under the Sàrl Contracts, KS&T Sàrl holds a perfected security interest in collateral of Lehman Commodity with an aggregate value of approximately \$630,000.00. Lehman Commodity's obligations under the Sàrl Contracts are also guaranteed by the Debtor (the "Guarantee").

The net amount that is due and owing from Lehman Commodity to KS&T Sàrl on account of the Sàrl Contracts is \$2,912,196.94 plus interest due and to be calculated as provided by the Sàrl Contracts. To the extent KS&T Sàrl's claims against Lehman Commodity exceed the value of Lehman Commodity's collateral, KS&T Sàrl has assigned its claims to its affiliate, Koch Supply & Trading, LP (the "Assignment"). In the unlikely event that the Assignment is deemed invalid, KS&T Sàrl retains its claims for the full amount due and owing under the Sàrl Contracts. As a result, KS&T Sàrl has one or more non-contingent claims against the Debtor on

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<sup>1</sup> In accordance with this Court's Order dated July 2, 2009 establishing the deadline and procedures for filing proofs of claim based on guarantees, KS&T Sàrl will electronically file documentation evidencing the Sàrl Contracts and the Guarantee on or before October 22, 2009.

account of the Guarantee. No judgment has been rendered, and no payments have been made, on these claims to date.<sup>2</sup>

KS&T Sàrl reserves the right to amend and/or supplement this Proof of Claim at any time and in any manner. KS&T Sàrl specifically reserves the right to amend and/or supplement this Proof of Claim for additional claims that may be based on the same or additional documents and/or information. KS&T Sàrl hereby asserts the following additional claims, to the extent that any such claims exist, as to all of which KS&T Sàrl expressly reserves all rights, notwithstanding anything contained in this Proof of Claim: (a) contingent claims; (b) claims which may be currently in amounts not fully ascertainable but to be later provided if such claims are fixed and/or liquidated; and (c) claims as to interest or other charges in addition to the principal amount of this Proof of Claim. KS&T Sàrl further reserves the right to file additional Proofs of Claim for administrative expenses or other claims entitled to priority.

KS&T Sàrl also reserves the right to exercise any and all of its rights and defenses, whether under the Bankruptcy Code, applicable law, or otherwise, including, without limitation, any rights of setoff, recoupment, contribution and/or indemnification, and all rights under sections 553, 556, 560, and 561 of the Bankruptcy Code. KS&T Sàrl further reserves all rights accruing to it, and the filing of this Proof of Claim is not intended to constitute, and shall not be construed as: (a) an election of remedies; (b) a waiver, release or limitation of any rights of KS&T Sàrl against the Debtor or any other person; (c) a consent to termination of the Debtor's liability to KS&T Sàrl by any particular court, including, without limitation, this Court; (d) a consent to the jurisdiction or venue of any particular court; or (e) a waiver or release of KS&T

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<sup>2</sup> Contemporaneous with the filing of this Proof of Claim, KS&T Sàrl is also filing a proof of claim against Lehman Commodity.

Sàrl's right to trial by jury, or a consent by KS&T Sàrl to a trial by jury in this Court or any other court.

KS&T Sàrl files this Proof of Claim to preserve its rights as against the Debtor. To the extent any affiliates or subsidiaries of the Debtor are in bankruptcy and are liable for the amounts described herein, this Proof of Claim shall be deemed as filed against such debtors as well. KS&T Sàrl likewise reserves all of its rights as against any affiliates and subsidiaries of the Debtor that are not in bankruptcy.



KOCH COMPANIES PUBLIC SECTOR, LLC  
Legal, Government, Public Affairs

**PAMELA REINKING**  
PARALEGAL

VIA OVERNIGHT MAIL

September 18, 2009

Epic Bankruptcy Solutions, LLC  
Attention: Lehman Brothers Holdings Claims Processing  
757 Third Avenue, 3<sup>rd</sup> Floor  
New York, New York 10017

Re: Lehman Brothers Holdings Inc., et al. Bankruptcy Case No. 08-13555 (JMP)  
Proofs of Claim for Koch Financial Corporation, Koch Supply & Trading, LP, Koch Supply &  
Trading Sàrl, and Koch Refining International Pte. Ltd.

Dear Sir or Madam:

Enclosed are original Proofs of Claim which have been executed on behalf of Koch Financial Corporation, Koch Supply & Trading, LP, Koch Supply & Trading Sàrl, and Koch Refining International Pte. Ltd. for filing in the referenced bankruptcy, along with a copy of the same.

Please send acknowledgement of the filing of these claims by returning a file-stamped copy of each to me in the self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pamela Reinking', written over a horizontal line.

Pamela Reinking

316.828.4783 Tel  
316.828.7979 Fax

4111 E. 37<sup>th</sup> Street North  
Wichita, Kansas 67220  
pamela.reinking@kochps.com

www.kochind.com



**1 From** This portion can be removed for Recipient's records.

Date **9-18-09** FedEx Tracking Number **868444817999**  
 Sender's Name **Pamela Reintling** Phone **620-4080**  
 Company **KDCH INDUSTRIES INC**  
 Address **4111 E 37TH ST N**  
 City **WICHITA** State **KS** ZIP **67220-3203**  
 By \_\_\_\_\_ Dept./Floor/Suite/Room \_\_\_\_\_

**2 Your Internal Billing Reference**

**2001000094**

**3 To**

Recipient's Name **Lehman Brothers Holdings Claim Processing** Phone \_\_\_\_\_  
 Company **Epac Bankruptcy Solutions, LLC**  
 Recipient's Address **757 Third Avenue 3rd Floor**  
 We cannot deliver to P.O. boxes or P.O. ZIP codes.  
 Address \_\_\_\_\_  
 To request a package be held at a specific FedEx location, print FedEx address here.  
 City **New York** State **NY** ZIP **10017**



8684 4481 7999

**4a Express Package Service**

☒ **FedEx Priority Overnight**  
 Next business morning.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
☐ **FedEx Standard Overnight**  
 Next business afternoon.\* Saturday Delivery NOT available.  
☐ **FedEx 2Day**  
 Second business day.\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
☐ **FedEx Express Saver**  
 Third business day.\* Saturday Delivery NOT available.  
 \*FedEx Envelope rate not available. Minimum charge: One-pound rate.

**4b Express Freight Service**

☐ **FedEx 1Day Freight\***  
 Next business day.\*\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
☐ **FedEx 2Day Freight**  
 Second business day.\*\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.

\*Call for Confirmation.

**5 Packaging**

☒ **FedEx Envelope\*** ☐ **FedEx Pak\*** Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. ☐ **FedEx Box** ☐ **FedEx Tube**

**6 Special Handling**

☒ **SATURDAY Delivery**  
 Not available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 2Day Freight.  
☐ **HOLD Weekday at FedEx Location**  
 Not available for FedEx First Overnight.  
 Include FedEx address in Section 3.  
 Does this shipment contain dangerous goods?  
 One box must be checked.  
☒ **No** ☐ **Yes** As per attached Shipper's Declaration. ☐ **Yes** Shipper's Declaration not required. ☐ **Dry Ice** Dry Ice, 9 UN 1845 ☐ **Cargo**  
 Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.

**7 Payment**

**Bill to:** Enter FedEx Acct. No. or Credit Card No. below.  
☒ **Sender** Acct. No. in Section 1 will be billed. ☐ **Recipient** ☐ **Third Party** ☐ **Credit Card**

**Total Packages** **1** **Total Weight** **41 lbs**

Your liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

**8 Residential Delivery Signature Options**

If you require a signature, check:  
☒ **No Signature Required**  
 Package may be left without obtaining a signature for delivery.  
☐ **Direct Signature**  
 Someone at recipient's address may sign for delivery. Fee applies.  
☐ **Indirect Signature**  
 If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

fedex.com 1.800.GoFedEx 1.800.463.3339

RECIPIENT: PEEL HERE